

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> <tr> <td style="padding: 5px;">Hearts On Fire Company LLC</td> <td style="padding: 5px;"></td> <td style="padding: 5px;">04/28/2008</td> <td style="padding: 5px;">LIMITED LIABILITY COMPANY: MASSACHUSETTS</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Hearts On Fire Company LLC		04/28/2008	LIMITED LIABILITY COMPANY: MASSACHUSETTS																																						
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RECEIVING PARTY DATA																																														
Name:	Wells Fargo Bank, National Association																																													
Street Address:	300 Commercial Street																																													
City:	Boston																																													
State/Country:	MASSACHUSETTS																																													
Postal Code:	02109																																													
Entity Type:	CORPORATION: CALIFORNIA																																													
PROPERTY NUMBERS Total: 29																																														
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Serial Number:	78490834	HEARTS ON FIRE
Serial Number:	78490842	HEARTS ON FIRE
Serial Number:	78385682	HOF
Serial Number:	78533728	HOF
Serial Number:	78686323	HOF
Serial Number:	78750651	HOF
Serial Number:	76419215	HOF CO.
Serial Number:	78078313	THE MOST PERFECTLY CUT DIAMOND IN THE WORLD
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Serial Number:	78078235	THE WORLD'S MOST PERFECTLY CUT DIAMOND
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Serial Number:	78078312	THE WORLD'S MOST PERFECTLY CUT DIAMOND
Serial Number:	78320263	HEARTS ON FIRE
Serial Number:	78320306	HEARTS ON FIRE

CORRESPONDENCE DATA

Fax Number: (617)742-2355
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-742-4200
 Email: trademark@riw.com
 Correspondent Name: Stacey C. Friends, Esquire
 Address Line 1: 100 North Washington Street
 Address Line 2: Ruberto, Israel & Weiner PC
 Address Line 4: Boston, MASSACHUSETTS 02114-2128

ATTORNEY DOCKET NUMBER:	6184-38
NAME OF SUBMITTER:	Stacey C. Friends
Signature:	/stacey c friends/
Date:	05/06/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of April 28, 2008, by and between Hearts On Fire Company, LLC, a Massachusetts limited liability company having its principal place of business at 99 Summer Street, Boston, Massachusetts 02110 (the "**Borrower**"), and Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division, as Agent, with a usual place of business at 300 Commercial Street, Boston, Massachusetts 02109 ("**Lender**").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Lender as follows:

1. Grant of Security Interest. Borrower hereby grants to Lender a first priority security interest in, and conditionally assigns, but does not transfer title to Lender, all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all obligations of Borrower to Lender whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, those liabilities of Borrower to Lender pursuant to a Credit and Security Agreement of even date between Lender, as Agent, Borrower and HOFAS, INC. (the "**Loan Agreement**") (collectively, the "**Obligations**").

The Collateral shall consist of the following:

(a) All of Borrower's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time and the associated goodwill;

(b) All general intangibles relating to the Collateral; and

(c) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. Warranties and Representations. Borrower hereby warrants and represents to Lender the following:

(a) A true and complete schedule setting forth the federal and state trademark registrations owned or controlled by the Borrower that are subject to this Agreement and the Loan Agreement, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the trademarks and trademark registrations is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks; and

(f) Except for the filing of financing statements with the Secretary of the Commonwealth of Massachusetts under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States.

3. Litigation and Proceedings. Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party.

4. Power of Attorney. In the event the Required Lenders (as that term is defined in the Loan Agreement) exercise their remedies under Section 9.1 or 9.2 of the Loan Agreement, Borrower grants Lender power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Lender's discretion to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

5. Right to Inspect. Borrower grants to Lender and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

6. Specific Remedies. In the event the Required Lenders (as that term is defined in the Loan Agreement) exercise their remedies under Section 9.1 or 9.2 of the Loan Agreement,;

(a) Lender may notify licensees to make royalty payments on license agreements directly to Lender;

(b) Lender may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Lender, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;

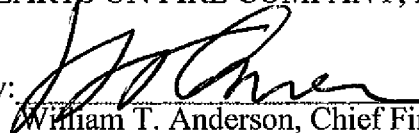
(c) If the sale is to be a public sale, Lender shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(d) To the maximum extent permitted by applicable law, Lender may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Lender at such sale.

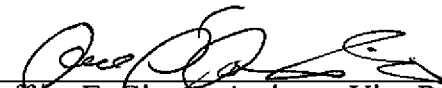
7. **Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regarding to its conflict of laws principles.

IN WITNESS WHEREOF, the Borrower and Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

HEARTS ON FIRE COMPANY, LLC

By: 
William T. Anderson, Chief Financial Officer

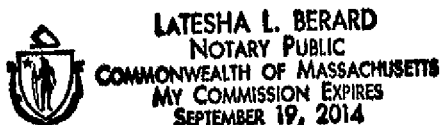
WELLS FARGO BANK,
NATIONAL ASSOCIATION, as Agent

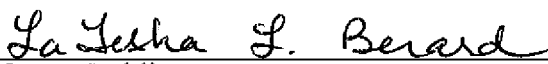
By: 
~~Jeffrey E. Giunata, Assistant Vice President~~
Alex D'Alessandro, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, Boston ss.

On this 28 day of April, 2008, before me, the undersigned notary public, personally appeared William T. Anderson, Chief Financial Officer, proved to me to be the person whose name is signed on the preceding or attached document, through satisfactory evidence of identification, namely, a driver's license issued by the Commonwealth of Massachusetts bearing the photographic image of the face and signature of William T. Anderson, and acknowledged to me that he signed it voluntarily for its stated purpose.




Notary Public
My Commission Expires: September 19, 2014

COMMONWEALTH OF MASSACHUSETTS

Suffolk, Boston ss.

On this 29th day of April, 2008, before me, the undersigned notary public, personally appeared Alex D'Alessandro, Vice President, proved to me to be the person whose name is signed on the preceding or attached document, through satisfactory evidence of identification, namely, a driver's license issued by the Commonwealth of Massachusetts bearing the photographic image of the face and signature of Alex D'Alessandro, and acknowledged to me that he signed it voluntarily for its stated purpose.

Morothy M. Lepore
Notary Public
My Commission Expires: June 20, 2014



SCHEDULE A**Trademark Only List**

Trademark	Application No	Registration No	Country
CHEVRON DESIGN	76390516	2711036	United States of America
CHEVRON DESIGN	76418832	2782960	United States of America
CHEVRON DESIGN	78320352	2899895	United States of America
CHEVRON DESIGN	78320364	2899896	United States of America
CHEVRON DESIGN	78320371	2899897	United States of America
CHEVRON DESIGN	78320380	2895863	United States of America
DREAM	76239211	2726434	United States of America
DREAM	78312796	2891402	United States of America
DREAM BY HEARTS ON FIRE	78157141	2786391	United States of America
HEARTS ON FIRE	75218504	2119886	United States of America
HEARTS ON FIRE	76419216	2686511	United States of America
HEARTS ON FIRE	78320263	2895861	United States of America
HEARTS ON FIRE	78320285	2893602	United States of America
HEARTS ON FIRE	78320306	2893603	United States of America
HEARTS ON FIRE	78320332	2893604	United States of America
HEARTS ON FIRE	78490263	3154961	United States of America
HEARTS ON FIRE	78490828	3023483	United States of America
HEARTS ON FIRE	78490834	3234432	United States of America
HEARTS ON FIRE	78490842	3234433	United States of America
HOF	78385682	3072787	United States of America
HOF	78533728	3155048	United States of America
HOF	78686323	3148148	United States of America
HOF	78750651	3120787	United States of America
HOF CO.	76419215	2811443	United States of America

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THE WORLD'S MOST PERFECTLY CUT DIAMOND 78078237 2956852 United States of America

THE WORLD'S MOST PERFECTLY CUT DIAMOND 78078312 3207284 United States of America